

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

KEITH WAGNER,

Plaintiff,

-vs-

BANK OF AMERICA, N.A.

Defendant

/

ADAM S. ALEXANDER (P53584)  
Attorney for Plaintiff  
17200 W 10 Mile Rd Ste 200  
Southfield, MI 48075  
(248)246-6353  
adalesq@gmail.com

/

**PLAINTIFF'S COMPLAINT AND JURY DEMAND**

**Jurisdiction**

1. This court has federal question jurisdiction under the Fair Credit Reporting Act, 15 U.S.C. §1681 and 28 U.S.C. §§1331, 1337.
2. This action is also brought under the Federal Real Estate Settlement Procedures Act (“R.E.S.P.A.”), 12 U.S.C. §2605, and this court has jurisdiction pursuant to and 28 U.S.C. §§ 1331, 1337; this court, as such, may exercise supplemental jurisdiction over the related state law claims arising out of the same nucleus of operative facts which give rise to the Federal law claims under 28 U.S.C. § 1367.

3. This court may exercise supplemental jurisdiction over the related state law claims arising out of the same nucleus of operative facts which give rise to the Federal law

claims.

4. Keith Wagner ("Plaintiff" or "Wagner") is a consumer as defined by the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq ("FCRA") at §1681a(c).

5. Plaintiff resides in Rochester, Michigan.

6. Defendant Bank of America, N.A., ("Defendant" or "BofA") is a furnisher of information as contemplated by the Fair Credit Reporting Act ("FCRA") 15 U.S.C. §1681s-2(a) & (b), that regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions or experiences with any consumer.

7. Plaintiff is a consumer as defined by the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq ("FCRA") at 1681a(c)

8. BofA is a furnisher as defined by the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq ("FCRA").

#### General Allegations

9. Defendant is a national bank, mortgage company, and mortgage servicer, who held a mortgage on Plaintiff's residence at, 3610 Vineyard Springs Ct., Rochester, MI 48306-2253, Account #14639XXXX.

10. In March of 2013, Plaintiff executed a short sale on the above property so that the above referenced account was settled for less than the full balance and closed.

11. Thereafter, Plaintiff did not have an open account with BofA.

12. However, Plaintiff reviewed his credit reports and noticed errors, including consistent reporting of "90 days late" as well as confusing and ambiguous reporting, and inconsistent reporting from one credit bureau to the next.

13. More specifically, both Equifax and Transunion reported the account “Status” as “90 days Past Due”, while at the same time reporting that the balance was zero “\$0” and the “Amount Past Due” was zero “\$0”. (**Exhibit A**).

14. The Experian report during the exact same time period was different, and instead reported the “Status” as “Paid in settlement and did not report as “90 days late.” (**Exhibit B**).

15. Plaintiff asserts that one of credit reports referenced above has to be inaccurate.

16. Moreover, the Account History portion of all of the above credit reports contains no 90 day lates whatsoever, so that the “Status” doesn’t even jibe with the information on the account history on the exact same credit report trade line.

17. Accordingly, Plaintiff’s credit report is inaccurate and inconsistent both intrinsically within each Equifax and Trans Union trade line, and inaccurate and inconsistent in comparison amongst each credit bureau.

18. On March 15, 2013 Plaintiff sent written disputes, disputing this specific account with adequate description and explanation, with the three major credit bureaus, Experian, Equifax, and Transunion, (**Exhibit C**).

19. BofA received the disputes from the credit bureaus and then wrongly verified the inaccurate information.

20. As a result of the negative and inaccurate credit reporting, Plaintiff’s credit score was adversely affected and Plaintiff was denied credit.

21. BofA was required to conduct a reinvestigation into this specific account on Plaintiff’s consumer report pursuant to 15 U.S.C. §1681i.

22. BofA failed to conduct a reasonable investigation and wrongly verified inaccurate

information in connection with Plaintiff's credit reports.

23. BofA failed to maintain reasonable procedures to assure the maximum possible accuracy of Plaintiff's credit report.

24. The false information was and continues to be furnished by BofA.

25. BofA failed to reasonably reinvestigate under 15 U.S.C. § 1681s-2(b) and this failure was willful, and wrongly verified the inaccurate information.

26. BofA's willful failure to abide by 15 U.S.C. § 1681s-2(b), Plaintiff has suffered and continues to suffer substantial monetary damages.

27. On March 15, 2013 Plaintiff also sent a qualified written request to BofA, (Exhibit D), which included name, loan number and the property address; the qualified written request indicated a statement of the reason for the belief that there was an error; and requested in sufficient detail that the Defendant provide specific information so that Plaintiff could determine the exact nature of the disputed items.

28. BofA received a copy of the qualified written request.

29. Despite its receipt of the qualified written request, BofA refused to lawfully and properly respond to the qualified written request and instead incorrectly claimed that the credit reporting was accurate.

30. Despite its receipt of the Plaintiff's qualified written request letter and its failure to properly respond to this request, BofA failed to discontinue credit reporting during the pendency of the qualified written request.

31. On June 7, 2013 Plaintiff again sent written disputes, disputing this specific account with adequate description and explanation, with the three major credit bureaus, Experian, Equifax,

and Transunion.

32. BofA received the disputes from the credit bureaus and then again wrongly verified the inaccurate information again as evidenced by the credit bureau responses. (**Exhibit E**).

33. As a result of the negative and inaccurate credit reporting, Plaintiff's credit score was adversely affected and Plaintiff was denied credit.

34. BofA was required to conduct a reinvestigation into this specific account on Plaintiff's consumer report pursuant to 15 U.S.C. §1681i.

35. BofA failed to conduct a reasonable investigation and wrongly verified inaccurate information in connection with Plaintiff's credit reports.

36. BofA failed to maintain reasonable procedures to assure the maximum possible accuracy of Plaintiff's credit report.

37. The false information was and continues to be furnished by BofA.

38. BofA failed to reasonably reinvestigate under 15 U.S.C. § 1681s-2(b) and this failure was willful, and wrongly verified the inaccurate information.

39. BofA's willful failure to abide by 15 U.S.C. § 1681s-2(b), Plaintiff has suffered and continues to suffer substantial monetary damages relating to his credit standing and his ability to obtain credit.

40. Plaintiff seeks equitable damages, including correction or deletion of the subject trade line from Plaintiff's credit reports, along with money damages, both actual and statutory, in whatever amount the jury finds Defendant liable plus attorney fees, litigation costs and court costs, and the claims are otherwise within the jurisdiction of this Court.

**COUNT I – FAIR CREDIT REPORTING ACT**

41. Plaintiff incorporates the preceding allegations by reference.
42. BofA was required under 15 U.S.C. § 1681s-2(b), to respond to the request for reinvestigation initiated by Plaintiff through one or more credit reporting agencies by completing an inquiry into the facts underlying the trade-line and providing accurate information to the credit reporting agencies regarding that trade-line.
43. In the event that BofA was unable to verify the information which it had reported, BofA was required to advise the credit reporting agency of this fact.
44. Following the reinvestigation, BofA reported the erroneous credit information with actual knowledge of errors, in violation of the FCRA, 15 U.S.C. § 1681s-2(b).
45. Following the reinvestigation, BofA reported the erroneous credit information and consciously avoided knowing that the credit information was inaccurate, in violation of the FCRA, 15 U.S.C. § 1681s-2(b).
46. Following the reinvestigation and dispatch of notice directly to BofA, BofA reported credit information that was not in fact accurate, in violation of the FCRA, 15 U.S.C. § 1681s-2(b).
47. BofA willfully refused to properly put in place adequate procedures to reinvestigate the inaccuracies in Plaintiff's credit report in violation of 15 U.S.C. §§ 1681s-2(b) and 1681n.
48. In the alternative, BofA negligently failed to put in place procedures to complete an adequate reinvestigation of disputed credit information in violation of 15 U.S.C. §§ 1681s-2(b) and 1680.
49. BofA willfully refused to properly reinvestigate the inaccuracies in Plaintiff's credit report in violation of 15 U.S.C. §§ 1681s-2(b) and 1681n.

50. In the alternative, BofA negligently failed to conduct a proper reinvestigation of Plaintiff's credit reporting dispute in violation of 15 U.S.C. §§ 1681s-2(b) and 1681o.

51. Plaintiff has suffered damages as a result of these violations of the FCRA, in an amount to be determined by the Court.

**COUNT II – DEFAMATION**

52. Plaintiff repeats and realleges and incorporates by reference the allegations in the preceding paragraphs with the same force and effect as if herein set forth.

53. Defendant caused to be published one or more written false statements which were intended to impeach Plaintiff's honesty, integrity, credit worthiness and/or reputation.

54. The defamatory statements were, including, but not limited to, the following:

- a) That Plaintiff was 90 days late on a current debt with Defendant, when in fact this is untrue;
- b) That Plaintiff has a delinquent or past due account with Defendant which is untrue;

55. Plaintiff is not a public figure.

56. The statements imputed by BofA to the public through the three major credit reporting agencies represents a slur on Plaintiff's character by Defendant, including his honesty, integrity, virtue, or reputation, and credit worthiness.

57. The defamatory statements resulted in damages to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendant for injunctive relief and damages in an amount deemed at time of trial to be just, fair, and appropriate.

**COUNT III – R.E.S.P.A. 12 U.S.C. § 2601 *et seq.***

58. Plaintiff incorporates the preceding allegations by reference.

59. R.E.S.P.A. applies to federally regulated mortgage loans, which include subordinate liens and loans used to payoff an existing loan secured by the same property;

60. The transactions described herein involve a federally regulated mortgage loan.

61. BofA willfully violated the R.E.S.P.A. in one or more of the following ways, by example only and without limitation:

62. By failing to make appropriate corrections in the account of the Plaintiff and failing to transmit written notification of such correction to the Plaintiff (12 U.S.C. §2605(e)(2)(A));

63. By failing to provide the Plaintiff with a written explanation or clarification that includes a statement of the reasons that BofA believed the account of the Plaintiff to be correct and the name and telephone number of an individual employed by Defendant who could provide assistance to the Plaintiff (12 U.S.C. §2605(e)(2)(B));

64. By failing to provide the Plaintiff with a written explanation or clarification that included the information requested by the Plaintiff or an explanation of why the information requested was unavailable or could not be obtained by BofA and the name and telephone number of an individual who could provide assistance to the Plaintiff (12 U.S.C. §2605(e)(2)(c); and

65. By providing information regarding any overdue payment allegedly owed by the Plaintiff and relating to the period described in the qualified written request to a consumer reporting agency during the 60 day period which began on the date of BofA's receipt of the qualified written request (12 U.S.C. § 2605(e)(3)).

As a result of these violations, the Plaintiff suffered damages.

**DEMAND FOR JUDGMENT AND RELIEF**

. Accordingly, Plaintiff requests:

- a. Statutory and actual damages in an amount to be determined by the Court.
- b. Deletion or correction of any and all accounts being wrongfully reported to any credit bureau by any Defendant.
- c. Statutory costs and attorney fees.
- d. Injunctive relief, including, but not limited to, cessation of debt collection attempts, deletion of the account and purported balance by BofA.
- e. Compensatory and/or punitive damages.
- f. Any other relief which this Court deems appropriate.
- g. Trial by Jury.

Respectfully submitted,

By: /s/ ADAM S. ALEXANDER  
ADAM S. ALEXANDER (P53584)  
Attorney for Plaintiff  
17200 W. Ten Mile Rd., Suite 200  
Southfield, MI 48075  
(248) 246-6353  
[adalesq@gmail.com](mailto:adalesq@gmail.com)

September 14, 2013

**EXHIBIT "A"**

**EXHIBIT**

**"A"**



TransUnion.

**-Begin Credit Report-****Personal Information**

SSN: XXX-XX-8382

You have been on our files since 08/01/2001

Date of Birth: 06/28/1982

**Names Reported:** KEITH L. WAGNER**Addresses Reported:**Address  
3610 VINEYARD SPRINGS CT, ROCHESTER, MI 48306-2253Date Reported  
08/01/2001Address  
2299 DENBY DR, WATERFORD, MI 48329-3878Date Reported  
12/03/2006**Telephone Numbers Reported:**

(248) 802-2307 (248) 377-2814

**Employment Data Reported:**

<b>Employer Name</b>	<b>Date Verified</b>	<b>Position</b>
SANDLER & TRAVIS TRADE	10/30/2012	PROCESS MANAGER
SANDLER TRAVIS	08/04/2011	TRADE ADVISORY

Typically, creditors report any changes made to your account information monthly. This means that some accounts listed below may not reflect the most recent activity until the creditor's next reporting. This information may include things such as balances, payments, dates, remarks, ratings, etc. The key(s) below are provided to help you understand some of the account information that could be reported.

**Rating Key:**

Some creditors report the timeliness of your payments each month in relation to your agreement with them. The ratings in the key below describe the payments that may be reported by your creditors. Any rating that is shaded indicates that it is considered adverse. Please note: Some but not all of these ratings may be present in your credit report.

N/R	X	OK	PD	PD	PD	PD	PD	PD	PD	PD	PD
Not Reported	Unknown	Current	30 days late	60 days late	90 days late	120+ days late	Collection	Voluntary Surrender	Repossession	Charge Off	Foreclosure

**BAC HOME LOANS SERV LP #14639\*\*\*\* (4161 PIEDMONT PKWY, GREENSBORO, NC 27410, (800) 451-6362)**

Date Opened:	11/07/2006	Balance:	\$0	Pay Status:	>Account 90 Days Past Due Date
Responsibility:	Joint Account	Date Updated:	03/04/2013	Terms:	\$0 per month, paid Monthly for 360 months
Account Type:	Mortgage Account	Payment Received:	\$0	Date Closed:	03/04/2013
Loan Type:	CONVENTIONAL REAL ESTATE MTG	Last Payment Made:	03/04/2013		>Maximum Delinquency of 90 days in 03/2013
		High Balance:	\$115,900		

Remarks: &gt;SETTLED-LESS THAN FULL BLNC; CLOSED

Estimated month and year that this item will be removed: 09/2019

Rating	02/2013	01/2013	12/2012	11/2012	10/2012	09/2012	08/2012	07/2012	06/2012	05/2012	04/2012	03/2012
Rating	OK											
Rating	02/2012	01/2012	12/2011	11/2011	10/2011	09/2011	08/2011	07/2011	06/2011	05/2011	04/2011	03/2011
Rating	OK											
Rating	02/2011	01/2011	12/2010	11/2010	10/2010	09/2010	08/2010	07/2010	06/2010	05/2010	04/2010	03/2010
Rating	OK											
Rating	02/2010	01/2010	12/2009	11/2009	10/2009	09/2009	08/2009	07/2009	06/2009	05/2009	04/2009	03/2009
Rating	OK											
Rating	10/2008	09/2008	08/2008	07/2008	06/2008	05/2008	04/2008	03/2008	02/2008	01/2008	12/2007	11/2007
Rating	OK											
Rating	06/2007	05/2007	04/2007	03/2007	02/2007	01/2007	12/2006					
Rating	OK	OK	OK	OK	X	X	X					

**Installment Accounts****ALLY FINANCIAL #4591912\*\*\*\* (P.O. BOX 380901, BLOOMINGTON, MN 55438, (888) 925-2559)**

Date Opened:	10/29/2012	Date Updated:	03/01/2013
Responsibility:	Joint Account	Payment Received:	\$341
Account Type:	Installment Account	Last Payment Made:	02/28/2013

High Balance: High balance of \$13,317 from 12/2012 to 03/2013

Pay Status:	Current; Paid or Paying as Agreed
Terms:	\$341 per month, paid Monthly for 39 months

P. O. Box 105518  
Atlanta, GA 30348

00285  
001374402-2685  
Keith Wagner  
3610 Vineyard Springs Ct  
Rochester, MI 48306-2253

## **EQUIFAX** **CREDIT FILE : March 25, 2013** **Confirmation # 3081000790**

Dear Keith Wagner:

Below are the results of your reinvestigation request and, as applicable, any revisions to your credit file. If you have additional questions regarding the reinvestigated items, please contact the source of that information directly. You may also contact Equifax regarding the specific information contained within this letter or report within the next 60 days by visiting us at [www.investigate.equifax.com](http://www.investigate.equifax.com) or by calling a Customer Representative at (888) 425-7961 from 9:00am to 5:00pm Monday-Friday in your time zone.

Thank you for giving Equifax the opportunity to serve you.

### **The Results Of Our Reinvestigation**

#### **Credit Account Information**

(For your security, the last 4 digits of account numbers have been replaced by ####)  
(This section includes open and closed accounts reported by credit grantors)

Account History	1 : 30-59 Days Past Due	5 : 150-179 Days Past Due	J : Voluntary Surrender
Status Code	2 : 60-89 Days Past Due	6 : 180 or More Days Past Due	K : Repossession
Descriptions	3 : 90-119 Days Past Due	G : Collection Account	L : Charge Off
	4 : 120-149 Days Past Due	H : Foreclosure	

>>> We have researched the credit account. Account # . 14639\* The results are: This creditor has verified to OUR company that the current status is being reported correctly. This creditor has verified to OUR company that the prior paying history is being reported correctly. Additional information has been provided from the original source regarding this item. This creditor is currently reporting a zero balance for this account. If you have additional questions about this item please contact: Bank of America, 4161 Piedmont Pkwy, Greensboro NC 27410-8110 Phone: (800) 451-5362

#### **Bank of America, N.A. /4161 Piedmont Pkwy, Greensboro NC 27410-8110 - (800) 451-5362**

Account Number	Date Opened	High Credit Limit	Credit Limit	Term's Duration	Term's Frequency	Months Rev'd	Activity Delinquent	Months	Paid and Closed	Creditor Classification
14639*	11/25/2006	\$115,900	\$0	30 Years	Monthly	75				
Items As of Date Reported	Balance Amount	Amount	Date of Last Payment	Scheduled Payment Amount	Date of 1st Delinquency	Date Maj. Del. 1st Paid	Charge Off Amount	Balloon Pay Amount	Deferred Pay Start Date	Edition Pay Date
03/25/2013	\$0	\$0	03/2013	\$0	10/2012	\$0	\$0	\$0	03/20/13	03/20/13

Status - 90 - 119 Days Past Due; Type of Account - Mortgage; Type of Loan - Conventional Re Mortgage; Whose Account - Joint Account; ADDITIONAL INFORMATION - Closed or Paid Account/Zero Balance; Account Paid For Less Than Full Balance; Real Estate Mortgage; Conventional Mortgage;

Account History with Status Codes	01/2013	12/2012	11/2012	10/2012	1
	2	2	2	2	1

(Continued On Next Page )

Page 1 of 2

3081000790|D9-001374402-2685 - 5544 - AS

**EXHIBIT "B"**

**EXHIBIT**

**"B"**

**Account History****At-a-glance viewing of your payment history**

Not Open	Unknown	Current	OK	30 days late	60 days late	90 days late	120 days late	150+ days late	PP	RF	CO
									Payment plan	Repossession Foreclosure	Collection Chargeoff

**Real Estate Accounts:** Primary and secondary mortgages on your home**BK OF AMER**

	TransUnion	Experian	Equifax
Account #:	14639****	14639****	14639****
Condition:	Derogatory	Paid	Paid
Balance:	\$0	\$0	\$0
Type:	Conventional real estate mortgage	Conventional real estate mortgage	
Pay Status:	Late 90 Days	Unknown	Late 90 Days
Past Due:	\$0	\$0	\$0
High balance:	\$115900	\$115900	\$115900
Terms:	Provided		Provided
Limit:	\$0	\$0	\$0
Payment:	\$0	\$0	\$0
Opened:	11/07/2006	11/01/2006	11/01/2006
Reported:	03/04/2013	03/04/2013	03/01/2013
Responsibility:	Joint	Joint	Joint

**7-year history:**

30-days late

60-days late

90-days late

**Two-Year payment history**

TransUnion	OK 30 60 60 60
	mar apr may jun jul aug sep oct nov dec '12 feb mar apr may jun jul aug sep oct nov dec '13 feb
Experian	OK 30 60 60 60 CO

apr may jun jul aug sep oct nov dec '12 feb mar apr may jun jul aug sep oct nov dec '13 feb mar

Equifax	30 60 60 60
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mar apr may jun jul aug sep oct nov dec '12 feb mar apr may jun jul aug sep oct nov dec '13 feb

**Remarks:**

[TransUnion] Settled - less than full balance

[Experian] Account legally paid in full for less than the full balance.

[Equifax] Closed or paid account/zero balance

**Revolving Accounts:** Accounts with an open-end term**KOHL/CAPONE**

	TransUnion	Experian	Equifax
Account #:	63930503****	639305038582****	639305038582****
Condition:	Paid	Paid	Paid
Balance:	\$0	\$0	\$0
Type:	Charge account	Charge account	Charge account
Pay Status:	Current	Current	Current
Past Due:	\$0	\$0	\$0
High balance:	\$438	\$438	\$1000
Terms:	Provided		Provided
Limit:	\$1000	\$1000	\$0
Payment:	\$0	\$0	\$0
Opened:	03/27/2004	03/01/2004	03/01/2004
Reported:	03/10/2013	03/10/2013	03/01/2013
Responsibility:	Individual	Individual	Individual

**7-year history:**

30-days late

**EXHIBIT "C"**

**EXHIBIT**

**"C"**

Keith Wagner  
3610 Vineyard Springs Ct.  
Rochester, MI 48306

March 15, 2013

Equifax  
PO Box 740256  
Atlanta, GA 30374

**RE: Dispute FOR SSN 366-92-8382 Keith Wagner**

Dear Sir/Madam:

I am disputing the accounts below and requesting that you investigate the items listed in accordance with the Fair Credit Reporting Act.

If your investigation of these disputes results in the items being verified, please send me a description of your method of verification and the name, business address and phone number of any one you contacted to investigate my dispute.

1. BANK OF AMERICA, 146397387, DISPUTES – 1st – Never Late 2nd – Balance WRONG 3rd – Date 1st Delqnt Wrong

I am enclosing copies of my 1) Social security Card 2) drivers License and 3) a bill showing my address for identification purposes.

Your prompt attention to this matter is greatly appreciated. Please send me my updated credit report as soon as your investigation is complete.

Sincerely,  
Keith Wagner

Keith Wagner  
3610 Vineyard Springs Ct.  
Rochester, MI 48306

March 15, 2013

Experian  
P.O. Box 9701  
Allen, TX 75013-9701

**RE: Dispute FOR SSN 366-92-8382 Keith Wagner**

Dear Sir/Madam:

I am disputing the accounts below and requesting that you investigate the items listed in accordance with the Fair Credit Reporting Act.

If your investigation of these disputes results in the items being verified, please send me a description of your method of verification and the name, business address and phone number of any one you contacted to investigate my dispute.

1. BANK OF AMERICA, 146397387, DISPUTES – 1st – Never Late 2nd – Balance  
WRONG 3rd – Date 1st Delqnt Wrong

I am enclosing copies of my 1) Social security Card 2) drivers License and 3) a bill showing my address for identification purposes.

Your prompt attention to this matter is greatly appreciated. Please send me my updated credit report as soon as your investigation is complete.

Sincerely,  
Keith Wagner

Keith Wagner  
3610 Vineyard Springs Ct.  
Rochester, MI 48306

March 15, 2013

TransUnion  
PO Box 2000  
Chester, PA 19022-2000

**RE: Dispute FOR SSN 366-92-8382 Keith Wagner**

Dear Sir/Madam:

I am disputing the accounts below and requesting that you investigate the items listed in accordance with the Fair Credit Reporting Act.

If your investigation of these disputes results in the items being verified, please send me a description of your method of verification and the name, business address and phone number of any one you contacted to investigate my dispute.

1. BANK OF AMERICA, 146397387, DISPUTES – 1st – Never Late 2nd – Balance WRONG 3rd – Date 1st Delqnt Wrong

I am enclosing copies of my 1) Social security Card 2) drivers License and 3) a bill showing my address for identification purposes.

Your prompt attention to this matter is greatly appreciated. Please send me my updated credit report as soon as your investigation is complete.

Sincerely,  
Keith Wagner

**EXHIBIT “D”**

**EXHIBIT**

**“D”**

Lesley Wagner  
Keith Wagner  
3610 Vineyard Springs Ct.  
Rochester, MI 48306

## Qualified Written Request

March 15, 2013

Bank of America  
450 American St.  
Simi Valley, CA 93065

RE: Acct # 146397387

Dear Servicer:

### **The reason I am making this request**

I read a very disturbing article regarding the inability of various mortgage servicers to maintain accurate records including reports of several who had been sued. Also, in their credit card division, Chase fired an employee, Linda Almonte, who later testified that Chase had multiple data bases that made it almost impossible to get accurate information on customer accounts.

Also, I am concerned that the reporting of this account with conflicting information between the different credit reporting agencies and information conflicting with itself at the same credit reporting agency is misleading. I have been researching various laws and found that the Real Estate Settlement Practices Act section 6 requires you to provide me with detailed information about my mortgage account. The law mentions a **Qualified Written Request**, so this letter shall be considered as such

There have been various statements sent under different header concerning this mortgage. Various companies have sent correspondence concerning this account and there are multitudes of conflicting account information, such as balance, late fees, origination issues etc.

### **What I am requesting is that you**

Please provide the following as per my rights under the real estate settlement practices act and the truth in lending act. Please provide proof of all interested parties to this debt instrument from the origination date to current date, to ensure that I have been paying the proper company and to ensure that there is in fact an actual debt due. Please provide any pool servicing agreements along with contact information for all parties mentioned in said agreement. I read an article that showed that it is common for a single loan to be associated with multiple investors and multiple investments pools. My fear is that a payment could have been lost in the shuffle between investors and a payment could have been misapplied or sent to the wrong servicer or the wrong investment pool.

Please provide a complete accounting history of this loan to show that all charges and credits have been properly applied, be sure to include any necessary glossary or

summary of account codes so I will be able to interpret the document in its entirety. Please provide a copy of your internal procedures for dealing with misapplied, and or lost payments.

Please detail any unfavorable credit reporting to third party credit reporting agencies. Please include with these details, the date of the unfavorable reporting along with the method to which the date was transmitted to the third party credit reporting agency. Additionally, I request a copy of your internal procedures for payment processing, including lost payment, lost check, invalidated balance procedures. Please respond with the appropriate sections of the employee training manuals that outline the procedures AND the remedies for all situations with payment processing and investigation requests.

The motivation for this formal Qualified Written Request is to correct the inaccurate reporting of this account to third party credit reporting agencies, including but not limited to Equifax, Experian and Transunion. I hope to accomplish this quickly so my credit rating can accurately reflect my credit worthiness. I am not the litigious type of individual; however, this account's reporting to the credit bureaus with inaccurate information has caused me severe financial and emotional distress! I seek an expeditious and amicable resolution that is mutually beneficial. I understand there could be extensive costs in both time and recourses to comply with all of the above requests. I am willing to accept a compromise, and waive my rights to obtain the above mentioned items, if your company is willing to permanently remove this item from my credit report. I have spoken to an attorney who reviewed the Fair Credit Reporting Act and the Fair and Accurate Credit Transaction Act along with RESPA, he concluded through his extensive research that it is 100% legal to request and perfectly legal as well to remove this trade line. His research indicated that there is "no duty of a data finisher to report items" "Reporting is voluntary" were his statements verbatim.

I am willing to accept this compromise because I feel that it is the fastest resolution, so I no longer have to suffer because the current rating of this account and how this has affected my credit. The requested items, as explained above, is reasonable and justifiable. I have had issue with this account, since inception and feel there are significant accounting issues associated with every aspect of it. The only way for me to definitively illustrate the issues is with your cooperation and compliance in providing the requested, required documentation as detailed above.

If settlement is the preferred choice for your company, please send me confirmation of such within 15 days of receipt of this letter. If you choose to supply all of the requested documentation, please do so in a timely manner so I can review expeditiously. I understand my rights based on the Real Estate Settlement Practices Act section 6 clearly state that after your receipt of this letter, no further reporting of this item to Equifax, Transunion, Experian or any other credit reporting agency can take place during the investigation time. Please promptly comply with the removal of this item from all third parties reporting while your investigation and document retrieval continues.

Sincerely,

*Lesley Wagner*

*Keith Wagner*

**EXHIBIT "E"**

**EXHIBIT**

**"E"**

\*\*\* 332814534-009 \*\*\*  
 P.O. Box 2000  
 Chester, PA 19022-2000



06/20/2013 TransUnion.



P2S15X00301101-I009519-227039796



KEITH LAWRENCE WAGNER  
 3610 VINEYARD SPRINGS CT  
 ROCHESTER, MI 48306-2253

Our investigation of the dispute you recently submitted is now complete. The results are listed below. If an item you disputed is not in the list of results below, it was either not appearing in your credit file or it already reflected the corrected status at the time of investigation.

If our investigation has not resolved your dispute, you may add a 100-word statement to your report. If you provide a consumer statement that contains medical information related to service providers or medical procedures, then you expressly consent to TransUnion including this information in every credit report we issue about you. If you wish to obtain documentation or written verification concerning your accounts, please contact your creditors directly.

If there has been a change to your credit history resulting from our investigation, or if you add a consumer statement, you may request that TransUnion send an updated report to those who received your report within the last two years for employment purposes, or within the last six months for any other purpose.

If interested, you may also request a description of how the investigation was conducted along with the business name, address and telephone number of the source of information.

Thank you for helping ensure the accuracy of your credit information.

For frequently asked questions about your credit report, please visit <http://transunion.com/consumerfaqs>.

## Investigation Results

ITEM	DESCRIPTION	RESULTS
PERSONAL INFORMATION		NEW INFORMATION BELOW
BAC HOME LOANS SERV LP	# 14639****	VERIFIED, NO CHANGE



TransUnion.

**-Begin Credit Report-****Personal Information**

SSN: XXX-XX-8382

You have been on our files since 08/01/2001

Date of Birth: 06/28/1982

**Names Reported:** KEITH LAWRENCE WAGNER**Addresses Reported:**

**Address**  
 3610 VINEYARD SPRINGS CT, ROCHESTER, MI 48306-2253  
 2299 DENBY DR, WATERFORD, MI 48329-3878

**Date Reported**  
 03/01/2001  
 12/03/2006

**Address**  
 1697 LONGFELLOW CT, ROCHESTER HILLS, MI 48307-2926

**Date Reported**  
 03/07/2013

**Telephone Numbers Reported:**

(248) 802-2307 (248) 377-2814

**Employment Data Reported:**

<b>Employer Name</b> SANDLER & TRAVIS TRADE SANDLER TRAVIS	<b>Date Verified</b> 10/30/2012 08/04/2011	<b>Position</b> PROCESS MANAGER TRADE ADVISORY
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**Account Information**

Typically, creditors report any changes made to your account information monthly. This means that some accounts listed below may not reflect the most recent activity until the creditor's next reporting. This information may include things such as balances, payments, dates, remarks, ratings, etc. The key(s) below are provided to help you understand some of the account information that could be reported.

**Rating Key:**

Some creditors report the timeliness of your payments each month in relation to your agreement with them. The ratings in the key below describe the payments that may be reported by your creditors. Any rating that is shaded indicates that it is considered adverse. Please note: Some but not all of these ratings may be present in your credit report.

N/R	X	OK	30	60	90	120	COL	VS	RFD	C/O	FC
Not Reported	Unknown	Current	30 days late	60 days late	90 days late	120+ days late	Collection	Voluntary Surrender	Repossession	Charge Off	Foreclosure

**Adverse Accounts****BAC HOME LOANS SERV LP #14639\*\*\*\* (4161 PIEDMONT PKWY, GREENSBORO, NC 27410, (800) 451-6362)**

<b>Date Opened:</b> 11/07/2006	<b>Balance:</b> \$0	<b>Pay Status:</b> >Account 90 Days Past Due Date
<b>Responsibility:</b> Joint Account	<b>Date Updated:</b> 03/04/2013	<b>Terms:</b> \$0 per month, paid Monthly for 360 months
<b>Account Type:</b> Mortgage Account	<b>Payment Received:</b> \$0	<b>Date Closed:</b> 03/04/2013
<b>Loan Type:</b> CONVENTIONAL REAL ESTATE MTG	<b>Last Payment Made:</b> 03/04/2013	<b>&gt;Maximum Delinquency of 90 days in 03/2013&lt;</b>
	<b>High Balance:</b> \$115,900	

Remarks: &gt;SETLED-LESS THAN FULL BLNC; CLOSED

Estimated month and year that this item will be removed: 09/2019

02/2013	01/2013	12/2012	11/2012	10/2012	09/2012	08/2012	07/2012	06/2012	05/2012	04/2012	03/2012
Rating	60	60	60	50	OK						
	02/2012	01/2012	12/2011	11/2011	10/2011	09/2011	08/2011	07/2011	06/2011	05/2011	04/2011
Rating	OK										
	02/2011	01/2011	12/2010	11/2010	10/2010	09/2010	08/2010	07/2010	06/2010	05/2010	04/2010
Rating	OK										
	02/2010	01/2010	12/2009	11/2009	10/2009	09/2009	08/2009	07/2009	06/2009	05/2009	04/2009
Rating	OK										
	10/2008	09/2008	08/2008	07/2008	06/2008	05/2008	04/2008	03/2008	02/2008	01/2008	12/2007
Rating	OK										
	06/2007	05/2007	04/2007	03/2007	02/2007	01/2007	12/2006				
Rating	OK	OK	OK	OK	X	X	X				

**Satisfactory Accounts****ALLY FINANCIAL #4591912\*\*\*\* (P.O. BOX 380901, BLOOMINGTON, MN 55438, (888) 925-2559)**

<b>Date Opened:</b> 10/29/2012	<b>Date Updated:</b> 05/01/2013
<b>Responsibility:</b> Joint Account	<b>Payment Received:</b> \$341
<b>Account Type:</b> Installment Account	<b>Last Payment Made:</b> 04/29/2013
<b>Loan Type:</b> AUTO LEASE	

**Pay Status:** Current; Paid or Paying as Agreed  
**Terms:** \$341 per month, paid Monthly for 39 months

**EQUIFAX**

**CREDIT FILE : June 17, 2013  
Confirmation # 3165043880**

Dear Keith Wagner:

Below are the results of your reinvestigation request and, as applicable, any revisions to your credit file. If you have additional questions regarding the reinvestigated items, please contact the source of that information directly. You may also contact Equifax regarding the specific information contained within this letter or report within the next 60 days by visiting us at [www.investigate.equifax.com](http://www.investigate.equifax.com) or by calling a Customer Representative at (888) 425-7961 from 9:00am to 5:00pm Monday-Friday in your time zone.

For an added convenience, use one of the below options to start an investigation or check the status of your dispute.

Visit us at [www.equifax.com/CreditReportAssistance](http://www.equifax.com/CreditReportAssistance) or Call us at 866-349-5186.

Thank you for giving Equifax the opportunity to serve you.

**The Results Of Our Reinvestigation**

**Credit Account Information**

(For your security, the last 4 digits of account number(s) have been replaced by '•')  
(This section includes open and closed accounts reported by credit grantors)

<b>Account History</b>	1 : 30-59 Days Past Due	5 : 150-179 Days Past Due	J : Voluntary Surrender
<b>Status Code</b>	2 : 60-89 Days Past Due	6 : 180 or More Days Past Due	K : Repossession
<b>Descriptions</b>	3 : 90-119 Days Past Due	G : Collection Account	L : Charge Off
	4 : 120-149 Days Past Due	H : Foreclosure	

>>> We have researched the credit account. Account # - 14639\* The results are: If you have additional questions about this item please contact: Bank of America, 4161 Piedmont Pkwy, Greensboro NC 27410-8110  
Phone: (800) 451-6362

Account Number*	Bank of America, N.A.	4161 Piedmont Pkwy Greensboro NC 27410-8110 : (800) 451-6362	Credit Limit: \$0	Terms Duration: 30Y	Terms Frequency: Monthly	Months Revd: 75	Activity Designator: Paid and Closed	Creditor Classification		
								Date of 1st Delinquency: 10/2012	Date Mgr. Del. 1st Fpd: 10/2012	Balloon Pay Start Date: \$0
14639*										
Items As of 06/17/2013	Balance \$0	Amount Past Due \$0	Date of Last Payment 03/2013	Actual Payment Amount \$0	Scheduled Payment Amount \$0	Date of 1st Delinquency 10/2012	Date of Last Activity 10/2012	Charge Off Amount \$0		

Status - 90 - 119 Days Past Due; Type of Account - Mortgage; Type of Loan - Conventional Re Mortgage; Whose Account - Joint Account; ADDITIONAL INFORMATION - Closed or Paid Account/Zero Balance; Account Paid For Less Than Full Balance; Real Estate Mortgage; Conventional Mortgage;

Account History with Status Codes	01/2013	12/2012	11/2012	10/2012	1
	2	2	2	1	

(Continued On Next Page )



P. O. Box 105518  
Atlanta, GA 30348

001428095-2441  
Keith Wagner  
3610 Vineyard Springs Ct  
Rochester, MI 48306-2253